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THE 1980 AGREEMENT

(CIVILIAN POLICE PERSONNEL)

*L* COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE HAMILTON-WENTWORTH REGIONAL  
BOARD OF COMMISSIONERS OF POLICE

- and -

THE HAMILTON-WENTWORTH POLICE ASSOCIATION



<u>Article</u>	<u>Title</u>	<u>Page</u>
6	Annual Vacation	7
3	Association Responsibility	4
19	Association Security	25
2	Board Responsibility	3
30	Cadets	32
16	Call Out Time	23
24	Clothing and Footwear Allowance	29
20	Contracting Out	26
27	Courses	31
10	Cumulative Sick Leave Plan	16
25	Dry Cleaning	30
31	Duration of Agreement	32
21	Grievance Procedure	26
12	Hospitalization, Medical and Dental Benefits	16
13	Leave of Absence	17
11	Life Insurance Benefits	16
22	Occupational Injury	28
26	Off-Duty Court Time	30
5	Overtime Compensation	6
29	Parking	32
9	Pension Benefits	13
14	Promotion and Reduction of Staff	20
28	Retroactivity	31
18	Salary Plan	24
1	Scope	2
15	Seniority	22
23	Service Pay	29
17	Shift Differential	23
4	Standard Hours of Work	5
8	Statutory and Proclaimed Holidays	12
7	Vacation Pay on Retirement or on Separation from Service	10

COLLECTIVE BARGAINING AGREEMENT

THIS AGREEMENT made, in triplicate, as of the                      day of                      ,1980.

BETWEEN:

THE HAMILTON-WENTWORTH REGIONAL  
BOARD OF COMMISSIONERS OF POLICE

(hereinafter called "the Board")

OF THE FIRST PART,

- and -

THE HAMILTON-WENTWORTH POLICE ASSOCIATION

(hereinafter called "the Association")

OF THE SECOND PART.

WHEREAS the Board and a Bargaining Committee comprised of members of the Hamilton-Wentworth Regional Police Force are empowered, under Section 29 of The Police Act, being Chapter 351 of the Revised Statutes of Ontario, 1970, as amended, to bargain for the purpose of coming to an agreement in writing defining, determining and providing for remuneration, pensions, sick leave credit gratuities, grievance procedures or working conditions of the members of the Hamilton-Wentworth Regional Police Force, except as is otherwise provided in the said section, and

WHEREAS pursuant to Section 23 of the said Act, every person employed in the Hamilton-Wentworth Regional Police Force is deemed to be a member of that Force, and

WHEREAS the Bargaining Committee of the Hamilton-Wentworth Regional Police Force has bargained with the Board for and on behalf of certain persons employed in the Hamilton-Wentworth Regional Police Force, who may be described as persons deemed to be members of that Force and who may be generally described, for the purposes of this Agreement, as comprising all persons employed as stenographers, secretaries, clerks, telephone switchboard operators, mechanics, mechanics' helpers, cadets and maintenance personnel, including, without limiting the

generality hereof, all similar classifications or capacities occupied by persons employed in the Hamilton-Wentworth Regional Police Force, and

WHEREAS the Board and the Association have agreed to enter into these presents for the purpose of effectively defining, determining and providing for remuneration, pensions, sick leave credit gratuities, grievance procedures or working conditions of said members of the Hamilton-Wentworth Regional Police Force, including, without restricting the meaning hereof, all employees who are employed, from time to time, in the classifications set forth in Schedule "A" attached hereto and forming part of this Agreement.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH

1. SCOPE

- 1.1 The Provisions of this Agreement apply to all employees employed in the job classifications set forth in Schedule "A" attached hereto and forming part of this Agreement and for the purpose of clarity, the rates of pay and the hourly rates set forth in the said Schedule "A" in respect of the job classifications described therein apply, during the term of this Agreement to all employees employed in the said classifications.
- 1.2 If the Board, during the term of this Agreement establishes any additional positions or job classifications that are not specified in Schedule "A" but which positions or classifications are appropriate for inclusion in Schedule "A", then the Board agrees
  - (a) that the said positions or job classifications are to be included in and form part of Schedule "A", and
  - (b) that the rates for such positions or job classifications are subject to the grievance procedure set forth in this Agreement and the arbitration provisions set forth in The Police Act.

2. BOARD RESPONSIBILITY

2.1 In accordance with The Police Act, being Chapter 351 of the Revised Statutes of Ontario, 1970, as amended, and The Ontario Human Rights Code, 1961-62, being Chapter 318 of the Revised Statutes of Ontario, 1970, as amended, the Board accepts the following responsibilities:

- (a) the Board recognizes the Association as the Exclusive Bargaining Agent for all employees coming within the scope of this Agreement and more particularly described in Schedule "A" and they are hereinafter referred to as "employee" or "employees", whichever is the case, and
- (b) the Board agrees not to interfere with the rights of its employees designated within the scope of this Agreement, to become members of the Association, and there is to be no discrimination, interference, restraint or coercion by the Board or any of its representatives against any employee because of his connection with the Association, and
- (c) the Board agrees that there is to be no discrimination against any person in the employing or continuing to employ, because of race, creed, colour, nationality, ancestry or place of origin of any person, and
- (d) the Board recognizes and accepts the provisions of this Agreement as binding upon itself, and upon each of its duly authorized representatives, and pledges that it and each of its duly authorized representatives will observe the provisions of this Agreement.

3. ASSOCIATION RESPONSIBILITY

3.1 In accordance with The Police Act, being Chapter 351 of the Revised Statutes of Ontario, 1970, as amended, and The Ontario Human Rights Code, 1961-62, being Chapter 318 of the Revised Statutes of Ontario, 1970, as amended, the Association accepts the following responsibilities:

(a) the Association agrees

(i) that it will not intimidate or coerce employees into membership in the Association, and

(ii) that membership solicitation and other Association activity not pertaining to this Agreement, will not take place during working hours or on the premises of the Board or on any work project the Board may be engaged in, and

(iii) that it will not discriminate against any member or person employed by the Board because of race, creed, colour, nationality, ancestry or place of origin, and

(b) that Association recognizes that it is the exclusive right and function of the Board

(i) to direct the working force which includes the right to direct, plan and control working operations and to schedule working hours, and

(ii) to hire, classify, transfer, promote, demote, dismiss, or lay-off employees because of lack of work or other legitimate reason, and

(iii) to introduce new and improved facilities and methods to improve the efficiency of the operations of the Board, but such exclusive functions of the Board are subject always to the provisions of this Agreement.

3.2 The Association recognizes and accepts the provisions of this Agreement as binding upon itself, each of its duly authorized officers, representatives and employees represented by the Association, and pledges that it, each of its duly authorized officers and representatives, and employees represented by the Association, will observe the provisions of this Agreement.

4. STANDARD HOURS OF WORK

4.1 Employees working an office hour schedule shall work a forty (40) hour week.

4.2 The office hour schedule that is to normally apply is 8:30 a.m. to 4:30 p.m. daily, or any other shifts as may be necessary by reason of the nature of operations of the Police Department, but  
(amended - 1980)

(a) lunch period of one (1) hour is to be arranged and allowed by the Chief of the Police Force in accordance with the needs of the Police Department, and

(b) each employee is to be allowed a fifteen (15) minute rest period in the first half and in the second half of such scheduled hours of work or of each shift, whichever is the case.

4.3 Employees working other than an office hour schedule are to work

such hours as are designated by the Chief of the Police Force but in no case is an employee's scheduled hours of work to exceed (40) hours per week.

- 4.4 The standard hours of work described in this Article are stated solely for the purpose of calculating overtime and are not to be construed as a guarantee of any minimum or as a restriction of any maximum number of hours worked.

5. OVERTIME COMPENSATION

- 5.1 Employees are to be paid for all overtime worked as follows:

- (a) lieu time at the rate of time and a half or cash at the rate of time and a half for all work performed in excess of eight (8) hours per day or in excess of the standard hours per week but both daily and weekly overtime is not to be paid for the same hours and overtime compensation is not to apply to hours of work in excess of eight (8) hours per day necessitated by shift changes, if any, and providing that employees working on a shift schedule are off duty for a period of not less than eight (8) hours between shifts, and
- (b) lieu time at the rate of double time or cash at the rate of double time is to be paid for all overtime worked on Sunday.

- 5.2 An employee who is required to work for a period of ten (10) consecutive hours is to receive a meal allowance of two dollars and fifty cents (\$2.50) and for each succeeding period of three continuous hours, a meal allowance of two dollars and fifty cents (\$2.50).

- 5.3 An employee who is sent home at any time or times during the week
- (a) because of lack of work or inclement weather, or
  - (b) who is absent at any time or times during the week because of illness or accident,
- is and shall be treated for the purpose of calculating overtime in respect of his normal work week as if he had worked his standard hours of work on such day or days and is to be and shall be paid for all hours of work performed by him in excess of his normal work week at the overtime rates specified in this Article 5.
- 5.4 Where a Statutory or Proclaimed Holiday occurs on or is celebrated on any working day an employee who does not work his regular shift on such day, is to be and shall be deemed to have worked his regular shift on any such day for the purpose only of computing his normal work week under the circumstances described in Section 4 of this Article.
- 5.5 Notwithstanding the provisions of this Article, an employee who is required to attend a Court or other type of hearing while "Off Duty", is to be allowed four (4) hours lieu time.
- 5.6 Notwithstanding the provisions of this Article, an employee has the right to elect to receive overtime compensation, provided in this Article, either in cash or lieu time.

6. ANNUAL VACATION

- 6.1 (a) Aggregate credited service in the calculation of all annual vacation benefits, is to be calculated from the date of employment, and
- (b) An employee is to be granted, except as otherwise expressly provided herein, an annual vacation with pay as follows:

- (i) employees whose services terminate before completion of one (1) year of service are to receive four per cent (4%) of their respective earnings, exclusive of overtime and court time for such services, and
- (ii) employees with one (1) year of aggregate credited service are to receive two (2) weeks vacation, and
- (iii) employees with three (3) years of aggregate credited service are to receive three (3) weeks vacation, and
- (iv) employees with at least ten (10) years of aggregate credited service are to receive four (4) weeks vacation with pay, and
- (v) employees with seventeen (17) years of aggregate credited service are to receive five (5) weeks vacation, and (amended 1980)
- (vi) employees with twenty-five (25) years of aggregate credited service are to receive six (6) weeks vacation, and
- (vii) employees in his or her retirement year, are entitled to two (2) additional weeks vacation. (amended 1980).

6.2 An employee's vacation period and pay is to be based on his standard work week and his standard rate of pay, but is not to include any shift premium, overtime, or other increments.

- 6.3 A week's pay for hourly paid employees is to be the basic hours worked per week multiplied by the employee's standard rate per hour paid on a weekly basis, but is not to include any shift premium, overtime rates, or other increments.
- 6.4 A week's pay for salaried employees is to be the employee's basic salary paid per week on a weekly basis, but is not to include overtime shift premium or other increments.
- 6.5 The vacation period is to commence from and including January 1st and continue to and including December 31st of the same year. No employee is to be permitted to combine the vacation period of one year with all or part of the vacation period of another year, save and except with the approval of the Board.
- 6.6 When a statutory holiday falls on a day of the scheduled vacation, an employee is to be entitled to an additional day of vacation. The additional day or days to be granted at a time which is not to interfere with the efficient operation of the Police Department business or disrupt the vacation period as scheduled for other employees.
- 6.7 Employees are, when practicable, to be granted the vacation period preferred by the employee. Preference in choice of vacation dates is to be given to senior employees provided that the efficiency of operations of the Police Department is not unduly interrupted thereby. Vacation schedules are to be arranged and posted at least two (2) months before the vacation period commences. Vacations commence at the beginning of a calendar week unless the demands of the operation of work of the Police Department make this impossible.
- 6.8 All vacations granted in any year are to be determined on the basis of the aggregate credited service of the employee and such credited

service is to include any period of periods of absence due to sickness, accident, lay-off or other temporary leave of absence, such absence not to exceed sixty (60) working days.

7. VACATION PAY ON RETIREMENT OR ON SEPARATION FROM SERVICE

An employee who retires within the provisions of Pension By-law 7970, as amended to the date of this Agreement or under the Ontario Municipal Employees Retirement System, or on separation from service with the Board is to be paid vacation pay as follows:

7.1 An employee who has qualified

- (a) for six (6) weeks vacation with pay and whose retirement or separation from service occurs on or after January 1st in his year of retirement or separation from service, is entitled to his six (6) weeks vacation with pay plus 12% of his actual standard rate of pay but exclusive of overtime, shift premium or other increments earned during the period commencing January 1st in his year of retirement or separation to the effective date of retirement or separation, or
- (b) for five (5) weeks vacation with pay and whose retirement or separation from service occurs on or after January 1st in his year of retirement or separation from service, is entitled to his five (5) weeks vacation with pay plus 10% of his actual standard rate of pay but exclusive of overtime, shift premium or other increments earned during the period commencing January 1st in his year of retirement or separation to the effective date of retirement or separation, or

- (c) for four (4) weeks vacation with pay and whose retirement or separation from service occurs on or after January 1st in his year of retirement or separation from service, is entitled to his four (4) weeks vacation with pay plus 8% of his actual standard rate of pay but exclusive of overtime, shift premium or other increments earned during the period commencing January 1st in his year of retirement or separation to the effective date of retirement or separation, or
- (d) for three (3) weeks vacation with pay and whose retirement or separation from service occurs on or after January 1st in his year of retirement or separation from service, is entitled to his three (3) weeks vacation with pay plus 6% of his actual standard rate of pay, but exclusive of overtime, shift premium or other increments, earned during the period commencing January 1st in his year of retirement or separation, to the effective date of retirement or separation, or
- (e) for two (2) weeks vacation with pay and whose retirement or separation from service occurs on or after January 1st, in his year of retirement or separation from service, is entitled to his two (2) weeks vacation with pay plus 4% of his actual standard rate of pay, but exclusive of overtime, shift premium or other increments, earned during the period commencing January 1st in his year of retirement or separation to the effective date of retirement or separation.

7.2 Employees who do not qualify for separation vacation pay under the terms of this Agreement are to be paid separation vacation pay in accordance with the provisions of The Employment Standards Act, being

Chapter 147 of the Revised Statutes of Ontario, 1970, as amended.

- 7.3 Where an employee dies, any unpaid vacation money is to be paid to the estate of the deceased employee.

8. STATUTORY AND PROCLAIMED HOLIDAYS

- 8.1 The Board and the Association agree to the following Statutory and Proclaimed Holidays with pay:

New Year's Day, Good Friday, Easter Monday, Victoria Day, Dominion Day, Civic Holiday, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day and such other holidays as may be proclaimed or declared by law, are recognized by the Board. Payment for Statutory or Proclaimed Holidays is to be at the employee's standard basic daily rate of pay.

- 8.2 All employees described in Schedule "A" attached hereto, required to work on a Statutory or Proclaimed Holiday as designated in Section 8.1 of this Article, are to receive time and one-half (1 1/2) or twelve (12) hours lieu time with a guarantee minimum of four (4) hours lieu time for any call in.

- 8.3 An employee is not to be paid for any Statutory Holiday or Proclaimed Holiday,

- (a) if he/she does not work on any such holiday without good cause when he/she has been scheduled to do so, or
- (b) if he/she has been absent, without good cause, on the scheduled working day immediately preceding or succeeding any such holiday, or

- (c) if he/she has not been employed by the Board for at least thirty (30) continuous days, but, notwithstanding the provisions of this paragraph, where more than one (1) Statutory or Proclaimed Holiday occurs or is observed in such period, he/she is to be paid in accordance with the terms of this Agreement for all such Statutory or Proclaimed Holidays, except one (1) thereof, and
- (d) the Board is to determine whether there has been good cause for such absence, subject to the limitation that holiday pay is not to be unjustly withheld.

8.4 Where a Statutory or Proclaimed Holiday is observed on a scheduled day off, the Member is entitled to receive a lieu day off with pay at his/her normal rate of pay.

8.5 Where a member is required to perform his/her duties on a day of observance of a Statutory Holiday or Proclaimed Holiday, the Member is entitled to receive a lieu day off with pay, at his/her normal rate of pay.

8.6 Where a member is required to work on the day before Christmas Day and New Year's Day, those Members not on shift rotation are to receive four (4) hours off, with pay, for either day, but not both, subject to the approval of the administration and the exigencies of the service.

8.7 Where a Member is required to report to work fifteen (15) minutes early, those Members are to receive one lieu day.

## 9. PENSION BENEFITS

9.1 (a) The benefits provided under City of Hamilton By-law No. 7970 entitled "To Establish The Hamilton Municipal Retirement Fund"

as amended to the date of this Agreement, form part of this Agreement and are to continue to apply to and in force and effect with respect to the employees, who were participants under the said By-law at December 31, 1973, during the term of this Agreement, and if such By-law is amended or repealed, without the consent of the Association, during the term of this Agreement so as to alter, reduce or discontinue the benefits provided thereunder, the Board is to continue such benefits and pay such benefits as if such amending or repealing By-law had not been enacted, and

- (b) the Association agrees, with effect from January 1, 1978, to the definitions of contributory and non-contributory earnings as set forth in the amendment of By-law No. 7970 enacted in July, 1978.
- (c) Clause (b) will not apply to those members of the Association who will be retiring within the five year period from January 1, 1978 and who exercised their option as per the 1978 Agreement to continue under the definition of earnings in force prior to the amendment to By-law 7970 made in July, 1978.

9.2 The Board agrees that any additional benefits granted to civic employees under the provisions of City of Hamilton By-law 7970, entitled, "To Establish the Hamilton Municipal Retirement Fund" will be automatically granted to those members of the Association in the Hamilton Municipal Retirement Fund.

9.3 The Board agrees to pay the full cost of removing the .7 actuarial reduction in a Member's Pension from the date the Member retires regardless of the age of the Member.

9.4 Members who are enrolled in O.M.E.R.S. will participate in the Final

Average Earnings Basic Pension Benefit Plan in accordance with the requirements of the Ontario Municipal Employees' Retirement System.

- 9.5 At the option of the Member, those Members of the Hamilton Municipal Employees Retirement Fund who will not be able to attain the thirty-five (35) years of service prior to normal retirement will be eligible for the benefits of War Service.
- 9.6 The benefits of War Service are offered to those Members of the Ontario Municipal Employees Retirement System.
- 9.7 Effective March 10, 1980, members who are enrolled in the Ontario Municipal Employees Retirement System shall have the benefits of the 30 Year Early Retirement Supplementary Plan III. The full cost of the implementation including all past service costs and any additional future service contributions are to be assumed by the Board (partial disability excluded).
- 9.8 Members who are enrolled in the Hamilton Municipal Employees Retirement Fund shall have the same benefits as those contained in the Ontario Municipal Employees Retirement System 30 Year Retirement Supplementary Plan. The full cost of the implementation including all past service costs and any additional future service contributions to be assumed by the Board (Partial Disability Excluded)
- 9.9 (a) Effective March 10, 1980, members of the Hamilton Municipal Employees Retirement Fund who die or retire prior to the completion of thirty-five (35) years of credited service, shall have the basic survivor benefit similar to the Ontario Municipal Employees Retirement System.
- (b) Notwithstanding Sub-section (a), those members who have completed thirty-five (35) years of credited service or who have attained the normal retirement age of sixty-five (65) years of age, shall

be entitled to the basic survivor benefit similar to the Ontario Municipal Employees Retirement System on death or retirement unless, at least ninety (90) days prior to the event, the member has elected any one of the existing options available in the Hamilton Municipal Employees Retirement Fund as defined and calculated as of December, 1979, with an additional option of an un-reduced ten (10) year guarantee.

If the member elects one of the options in the Hamilton Municipal Employees Retirement Fund and dies prior to the completion of thirty-five (35) years of service or attaining the normal retirement age of sixty-five (65) years of age, the basic survivor benefit similar to the Ontario Municipal Employees Retirement System shall apply.

10. CUMULATIVE SICK LEAVE PLAN

All employees are entitled to participate in and receive the benefits of the Cumulative Sick Leave Plan as set forth in Schedule "C" attached hereto.

11. LIFE INSURANCE BENEFITS

The Board is to pay one hundred per cent (100%) of the premiums payable for providing each employee life insurance coverage in an amount equal to two (2) times their annual salary, with a minimum in an amount equal to two (2) times the salary of a First Class Constable.

12. HOSPITALIZATION, MEDICAL AND DENTAL BENEFITS

12.1 The Board is to pay one hundred per cent (100%) of the premiums payable for providing for each employee,

- (a) an Extended Health Care Medi-Pak Plan
- (b) the Board is to pay one hundred per cent (100%) of the premiums payable for providing each employee or retired employee, insured services under the Ontario Health Insurance Plan until he/she attains the age of sixty-five (65) years. (Amended 1980)

12.2 (a) The Board is to provide, at its expense, a Dental Plan, set out in Schedule "D" attached, which forms part of this agreement, (Effective March 15, 1980), and in addition,

- (b) the Board is to pay the full cost or premiums to provide coverage at the 1979 Ontario Dental Association fee schedule rate and any increase in the premiums of the fee schedule for 1980 up to a maximum of six (6%) per cent. (Effective March 15, 1980).

### 13. LEAVE OF ABSENCE

13.1 Employees requesting time off for the purpose of attending Association Business not connected with this Agreement, are to be granted such time off, without pay, subject to the following conditions:

- (a) number of employees not to exceed seven (7) for each period of leave, and
- (b) number of days not to exceed twenty (20) days in any calendar year, and
- (c) the number of employees from any one sub-department or branch is limited to one (1) except that the Board is to give consideration for a request by the Association that more than one (1) employee from a sub-department or branch be permitted leave of absence and

- (d) The Association is to notify the Chief of the Police Force,  
or in his absence, the Deputy Chief of the Police Force,  
in writing of the names of employees to be granted time off under  
the conditions as outlined in this Article not less than three  
(3) working days before such leave is to be taken.

13.2 Leave of absence without loss of pay is to be granted an employee attending the burial of a member of his family consisting of wife, husband, child, father, father-in-law, mother, mother-in-law, sister, brother, adopting mother, adopting father, sister-in-law, brother-in-law, children-in-law, grandparents, or grand-children, such leave of absence is not to be more than three (3) working days. Where the employee makes application to the Chief of Police of the Hamilton-Wentworth Regional Police Force, the leave of absence may be extended by the said Chief to five (5) days. (Amended 1977).

13.3 Members of the Grievance Committee are to be granted leave of absence with pay for attendance at all meetings with Officials of the Board necessary to and incidental to the processing of grievances within the meaning of this Agreement and including, but without limiting the generality of this section, any meetings or hearings with any Committee, Board or Official necessary to or incidental to the processing of and/or final determination of any such grievance within the meaning of this Agreement.

13.4 Members of the Bargaining Committee are to be granted leave of absence with pay for attendance at all meetings with Officials of the Board, including with any Committee, Board, Official or other duly constituted statutory authority, arranged or called for the purpose of

- (a) negotiating or determining any matter arising during the term of this Agreement, or
- (b) bargaining with the view towards
  - (i) an extension of or a renewal of, with out without modification, this Agreement, or
  - (ii) the making of a new Agreement.

13.5 The Association agrees

- (a) to furnish the Board with a list of its Bargaining Committee Members, but the said Committee is to be comprised of not more than eight (8) members, five (5) of which are to be paid by the Board, and
- (b) to notify the Board in writing of any changes in such Committee Members.

13.6 An employee who is required to serve as a juror, or as a witness in any court, is to be paid his/her regular rate of pay for his/her normally scheduled working hour for any day or part of a day that he/she is absent because of such service, Jury Duty pay, less reasonable expenses incurred by the employee as a result of serving as a juror, are to be paid to the Board on receipt thereof by such employee.

13.7 Subject to the exigencies of the service,

- (a) Deemed Members of the Executive of the Association who are on duty are to be allowed sufficient time off duty, with pay, on the one day of each month that is set aside to conduct the affairs of the Association, and
- (b) Deemed Members of the Executive of the Association may attend the quarterly meetings of the Police Association of Ontario, up to and including three full days with pay, at no cost to the

Members, and

- (c) Deemed Members of the Executive of the Association may attend the Annual Convention of the Police Association of Ontario, up to and including five (5) full days at no cost to the Members, and
- (d) Deemed Members of the executive of the Association be relieved, with pay, from working the third relief shift immediately prior to the regular monthly meeting of the Association and the second relief shift immediately following the regular monthly meeting.

14. PROMOTION AND REDUCTION OF STAFF

- 14.1 Notice of permanent vacancies is to be posted in a prominent place, in the Police Department, within eighty-four (84) hours of a vacancy.
- 14.2 When vacancies occur the senior applicant is to be awarded the promotion provided he/she has the qualifications to perform the work required, to the Board's standards, but in the following sensitive areas, namely, Administration, Special Services, Personnel, and the designated CPIC Operators in the E-2 classification, shall be subject to the approval of the Chief of Police. Such standards are not to be established in a discriminatory manner and the approval of the Chief shall not be exercised in a discriminatory manner.
- 14.3 If an employee is promoted or appointed to a position whether included in or excluded from the scope of this Agreement and proves unsatisfactory in his new position, he/she is to be returned to his/her former position without loss of seniority or wage rate, and any other employee promoted or transferred because of the rearrangement of positions is to be returned to his/her former position without loss of seniority and wage rate.

- 14.4 Employees who perform the duties of a higher classification, for a period in excess of twenty (20) cumulative working days in any calendar year, shall be paid the salary of the higher classification for any work performed beyond the twenty (20) day period in that year. (New, 1980)
- 14.5 In the manner of lay-off and re-hire, the following factors are to be considered:
- (a) the seniority of the employee involved, and
  - (b) the efficient operation of the services involved, and
  - (c) the ability of the senior employee involved,
- and the factor set forth in paragraph (a) of this section is to govern, provided the factor set forth in paragraph (b) of this section is not unduly interrupted and provided the factor set forth in paragraph (c) of this section is sufficient to do the work required.
- 14.6 No new employee is to be hired until those laid off (who have sufficient ability to perform the work required) have been given the opportunity of re-hire.
- 14.7 The Board is to endeavour to give as much notice of lay off as possible to the employees affected.
- 14.8 The Board agrees that it will prepare written job descriptions for all positions and classifications set forth in Schedule "A" to this Agreement, which descriptions are to be delivered to the Association within a period of six (6) months from and including the date of execution of this agreement.

14.9 The Board agrees that within a period of thirty (30) days of the posting by it of a new position or classification, a job description for the said position or classification is to be delivered to the Association and which job description is to form and shall be deemed to form a part of this Agreement unless the Association objects to any or all of the said job descriptions within a period of sixty (60) days after receipt thereof in which event the said objection is subject to the provisions of Article 21 of this Agreement except that it is to be processed commencing with step two (2) of the grievance procedure set forth under Article 21.

14.10 Any classification set forth under Schedule "A" to this Agreement that is altered or varied by the Board is subject to the provisions of Article 21 of this Agreement.

## 15. SENIORITY

### Seniority Rating

15.1 For the purpose of seniority rating an employee's length of service is to commence and accumulate from the date on which he/she entered the service of the Board.

15.2 (a) New employees, other than those classified as CADETS, will have a probationary period of nine (9) months during which they will have no seniority and may be terminated by the Chief of the Police Force without recourse to the Grievance Procedure, and

(b) those employees classified as CADETS are probationary employees during their tenure as CADETS and they may be terminated at any time by the Chief of Police, without recourse to the Grievance Procedure, provided notice is provided citing the reason for

the dismissal. (Amended, 1980).

Loss of Seniority

15.3 An employee's seniority rating and credited service is broken by

- (a) dismissal for just cause, or
- (b) voluntary resignation, or
- (c) failure to report for work within a period of five (5) days after receipt of notice to return to work after a lay-off, or
- (d) absence without leave, or
- (e) a lay-off extending continuously for a period of more than eight (8) months.

16. CALL OUT TIME

An employee who has been requested to report for work on a non-scheduled working day by an authorized Official is to be guaranteed a minimum of three (3) hours of work.

17. SHIFT DIFFERENTIAL

17.1 There is to be paid to each Member a shift premium of

- (a) thirty (30) cents per hour for each hour actually worked by each Member who works any of the following shifts

- (i) 1:00 p.m. - 9:00 p.m.; or
- (ii) 2:00 p.m. - 10:00 p.m., or
- (iii) 3:00 p.m. - 11:00 p.m., or
- (iv) 4:00 p.m. - 12:00 p.m., or
- (v) 5:00 p.m. - 1:00 a.m., or
- (vi) 6:00 p.m. - 2:00 a.m., or
- (vii) 7:00 p.m. - 3:00 a.m., or
- (viii) any variations of (i) to (vii) of this paragraph, and

(b) thirty-five (35) cents per hour for each hour actually worked by such Member who works any of the following shifts

- (i) 8:00 p.m. - 4:00 a.m., or
- (ii) 9:00 p.m. - 5:00 a.m., or
- (iii) 10:00 p.m. - 6:00 a.m., or
- (iv) 11:00 p.m. - 7:00 a.m., or
- (v) 12:00 p.m. - 8:00 a.m., or
- (vi) any variations of (i) to (v) of this paragraph.

17.2 Employees are not to be paid a shift differential for any hours worked on the Day Shift.

17.3 Notwithstanding sub-section (1) of this section,

- (a) any Member who works overtime on his scheduled shift is to receive the shift premium of that scheduled shift for such overtime.
- (b) the shift premium is in addition to any overtime entitlement but the shift premium is not to be included in calculating the overtime payment.

17.4 Should any changes in the starting and stopping times of any of the shifts become necessary, the Employer will give the Association notice of not less than two (2) working days.

## 18. SALARY PLAN

18.1 The Board Salary Plan as set forth in Schedule "A" is to remain in effect for the term of this Agreement.

18.2 Progressive yearly increases as approved become effective on the first day of the work week falling nearest to the quarterly periods of January 1st, April 1st, July 1st and October 1st.

18.3 An employee's anniversary date is to be established within the following policy:

<u>Starting Date or Date of Promotions</u>	<u>Anniversary Date</u>
Nov. 16th to Feb. 15th inclusive	Jan. 1st following Feb. 15th
Feb. 16th to May 15th inclusive	April 1st following May 15th
May 16th to Aug. 15th inclusive	July 1st following August 15th
Aug. 16th to Nov. 15th inclusive	Oct. 1st following Nov. 15th

18.4 Anniversary increases are to be granted only as merited and may be refused or deferred on the recommendation of the Chief of the Police Force.

18.5 The Board reserves the right to start a new employee within the minimum and maximum range of any specified classification.

18.6 The Board reserves the right to grant to an employee a merit increase within his salary classification.

18.7 An employee who is promoted to a higher salary classification and who had not attained the maximum salary in his previous salary classification is to maintain his/her then existing anniversary date.

18.8 An employee who is promoted to a higher salary classification and who had attained the maximum salary in his/her previous salary classification is to proceed to establish a new anniversary date as outlined in Section 3 of this Article.

#### 19. ASSOCIATION SECURITY

The Treasurer of The Regional Municipality of Hamilton-Wentworth is to deduct monthly from each Member's wage payment such amount as is prescribed

in a written Notice or Notices signed by the Secretary of the Association and such amounts so deducted are to be remitted to the Treasurer of the Association by the middle of the month next following the month in which such deductions are made, together with a list of the Members from whose wages such deductions were made.

20. CONTRACTING OUT

No employee coming within the scope of this Agreement is to be laid off as a result of the Board contracting out any of its present work or services.

21. GRIEVANCE PROCEDURE

21.1 The Grievance Committee is to be composed of four (4) members one of whom is to be the President of the Association and one of whom is to be the Chairman. All members of the Grievance Committee are to be employees of the Board.

21.2 Within the terms of this Agreement, a grievance is defined as a difference between the Board and the Association arising from the interpretation, application, administration or alleged violation of this Agreement.

21.3 The employee alone, or the employee and the department steward, if the employee so chooses, is, within five (5) working days of the origin of the grievance, to submit the grievance, in writing, to the employee's Supervisor.

21.4 Failing a settlement within three (3) working days following the date of submission under Section 3 of this Article, or within such longer period as may mutually be agreed upon by the employee and Supervisor, the Chairman of the Grievance Committee is to present the grievance

in writing to the Head of the Department concerned, who with the Chief of the Police Force, is to confer with the Grievance Committee in an endeavour to reach a satisfactory settlement and the said Head of the Department is, within three (3) working days, to report, in writing, to the Chairman of the Grievance Committee.

21.5 Failing a satisfactory settlement pursuant to section 4 of this Article, the Chairman of the Grievance Committee is to present the grievance, in writing to the Secretary of the Board for the consideration of the Board at its next regularly scheduled meeting in an effort to bring about a prompt and satisfactory settlement. In the event that a grievance arises which cannot reasonably be delayed until the next regularly scheduled meeting of the Board, special meetings for presentation of such grievance be held at any such time mutually agreed upon by the Board and the Association, but in any event, such special meeting is to be held no later than ten (10) working days following the request of the Association for such special meeting. At such meetings, the Grievance Committee may be accompanied by authorized representatives of the Association. The Secretary of the Board is to report, in writing, within one (1) week of the said meeting, to the Association.

21.6 Where the dispute involves

- (a) a question of general application of or of interpretation of the provisions of this Agreement, or
  - (b) a group of employees, or
  - (c) the dismissal of any employee or group of employees,
- the grievance may be submitted by the Chairman of the Grievance Committee and the first step of the Grievance Procedure is to be

omitted.

21.7 Where no satisfactory settlement of the matter in dispute is reached within twenty-one (21) days, or such longer period as may be mutually agreed upon, of presentation of the grievance to the Board under Section 5 of this Article, the said matter in dispute may be referred to Arbitration.

22. OCCUPATIONAL INJURY

22.1 Where an employee suffers an occupational injury arising out of his/her employment, his/her full salary is to be continued until there is an adjudication by the Workmen's Compensation Board without any deduction or loss of Cumulative Sick Leave Credits.

22.2 Any Member

(a) who receives an injury in the course of the performance of his/her duties, and

(b) who is in receipt of an award from the Workmen's Compensation Board declaring the said injury to be compensable within the meaning of the Workmen's Compensation Act, and

(c) when a Member is absent by reason of an illness or injury occasioned by or as a result of his/her duty and where an award is made by the Workmen's Compensation Board,

he/she shall, in addition to the Workmen's Compensation Award, receive such further amounts so as to provide that total payment to the Member not exceed the net pay such Member would otherwise have received had he/she not been absent.

23.3 Where a Member is injured as a result of the carrying out of his/her duties and is covered by the Workmen's Compensation Board, the Member

shall be entitled to his/her vacation and statutory holidays, and where the member is unable to receive the said vacation or statutory holidays that he/she be permitted to carry them over into the succeeding calendar year. If, for good cause, the Member was unable to take them in the succeeding calendar year that he/she be permitted to carry them into the second calendar year following the year in which he/she received the injury.

When the Member carries the vacation or statutory holidays over he/she is entitled to receive the time off and not to receive any payment in lieu.

23. SERVICE PAY

Each employee,

- (a) after five (5) years of service is entitled to receive service pay of Eighty-five Dollars (\$85.00) per year thereafter but this amount is to be increased as provided in paragraph (b) of this sub-section, (amended January 1, 1980), and
- (b) is entitled to receive annually, after each five (5) years of service, occurring after the period of service described in paragraph (a) of this sub-section, cumulative increases of Eighty-five Dollars (\$85.00) for each succeeding five (5) years of service.

24. CLOTHING AND FOOTWEAR ALLOWANCE

In respect to those employees classified

- (a) as Motor Mechanics and Garage Attendants, the Board agrees
  - (1) to provide one (1) pair of approved Safety Shoes or Boots which will be replaced from time to time as determined by the Chief of the Police Force or his Nominee, and

(ii) to provide pants and shirts or coveralls at the option of the Employee.

(b) as Janitors, the Board agrees to provide one (1) pair of approved Safety Shoes or Boots which will be replaced from time to time as determined by the Chief of the Police Force or his Nominee, and

(c) As Cadets, the Board agrees to provide one (1) pair of Police Officer Boots which will be replaced from time to time as determined by the Chief of the Police Force or his Nominee.

(d) as Matrons, shall be issued with clothing as required, at the discretion of the Chief of Police. (New, 1980).

25. DRY CLEANING

The Board is to provide at its expense for dry-cleaning of all clothing issued by the Board to Cadets and Matrons and such dry-cleaning is to be arranged by the Chief of the Police Force and is to be done as often as the said Chief in his discretion determines.

26. OFF DUTY COURT TIME

Where an employee is required to attend at court during off duty hours, the employee

(a) (i) is to be paid one and one-half (1 1/2) times the normal salary rate with a minimum payment for attendance of less than four (4) hours, equal to four (4) hours at the employees normal salary rate, either in cash or lieu time, and

(ii) is not to be paid for the one hour lunch period, and

- (b) Notwithstanding Clause 26(a) (i) where a member is required to attend court immediately after working a night shift (2300 hours - 0700 hours - 0800 hours), the member is to receive a minimum credit of six (6) hours. (Effective March 10, 1980).
- (c) (i) An employee who is required to return to Court from an annual vacation is to receive a minimum of one (1) day off with pay to compensate for the loss of any day or part of a day in such vacation and which time off may be taken at the option of the member, and
  - (ii) is to be reimbursed in cash for all travelling expenses incurred as a result of such required return to Court. (New 1977).

## 27. COURSES

- (a) Deemed Members will be allowed to attend courses which would be of benefit to them in the performance of their duty, at the expense of the Board and at the discretion of the Chief of Police.
- (b) The Board shall pay all expenses (travelling, accommodations, registration fees, per diem meal allowance) and provide the necessary leave of absence with pay, for either one (1) member of the Board of Directors of the Association to attend two (2) Labour Seminars or Courses sponsored by any Government Ministry, or two (2) members of the Board of Directors of the Association to attend one (1) such Seminar or Course. This benefit allowed in each calendar year and is restricted to the Province of Ontario. (New, 1980)

## 28. RETROACTIVITY

Any additions, deletions, or amendments to the Agreement, would apply to those Members in the employ of the Board on the date of the Agreement,

Memorandum or Award, but for the purpose of this Article, Members who either die or retire in the year covered by the Agreement, Memorandum or Award or commence their employment on or after the date of execution of the Agreement, are deemed to be in the employ of the Board.

29. PARKING

The Board is to assist in obtaining parking for the members assigned to duties at the Administration Building. The facilities to be in the vicinity of the Administration Building and the Board to assume fifty (50%) per cent of the monthly parking rate.

30. In respect of allowing Cadets to make pension contributions, the letter of intent from the Board to the Association dated July 9, 1979, attached hereto and marked Schedule "B" is deemed to form part of this Agreement.

31. DURATION OF AGREEMENT

- (1) Subject to the provisions of this Section, this Agreement comes into force and effect on January 1, 1980, except as otherwise provided herein, and continues in force and effect until December 31, 1980, and thereafter until replaced by a new Agreement, decision or award.
- (2) This Agreement remains in force and effect from and including the 1st day of January, 1980, until the 31st day of December, 1980, and thereafter until replaced by a new Agreement, decision or award, unless at any time within ninety (90) days before December 31, 1980, either the Board or the Association gives Notice, in writing, to the other of its desire to bargain with the view towards the renewal with, or without modification, of this Agreement or the making of a new Agreement.

IN WITNESS WHEREOF the Board and the Association have affixed their hands  
and seals this 6<sup>th</sup> day of June 1980.

THE HAMILTON-WENTWORTH REGIONAL  
BOARD OF COMMISSIONERS OF POLICE

  
Chairman

  
Secretary

THE HAMILTON-WENTWORTH POLICE  
ASSOCIATION

  
President

  
Secretary

  
Chairman of the Bargaining Committee

SCHEDULE "A"

HAMILTON-WENTWORTH REGIONAL POLICE

CIVILIAN STAFF

SALARY SCHEDULE 1980

(Maximum to Minimum Ranges where Applicable)

<u>SALARY SCHEDULE</u>	<u>POSITION</u>	<u>YEARLY</u>
X3	Chief Clerk	\$25,877.08
X4	Secretary (Chief of Police)	19,207.33
	Mechanic	19,495.67
	Garage Attendant	15,677.98
A8	Graphic Arts Supervisor	19,530.34
		18,672.27
		18,034.45
		17,292.67
A7	Graphic Arts Supervisor	18,199.99
		17,217.15
		16,233.27
		15,249.91
A6	Supervisor Occ. Technician	17,333.42
	Graphic Technician I	16,481.45
	Garage Records Technician	15,628.97
	Storekeeper Clerk Property Br.	14,777.00
A5	Firearms Reg. Clerk	16,509.61
	Occurrence Technician	15,779.13
	Graphic Technician II	15,048.65
		14,318.17
A4	Communication Operator	15,878.19
	Graphic Technician III	15,179.52
	Photography Technician (Ident.)	14,512.13
	Property Clerk	13,860.90
A3	Cadet	14,590.34
		14,041.82
		13,494.35
		13,040.21
	Superintendent of Maintenance	26,728.24
		25,380.22
		24,640.37

SALARY  
SCHEDULE

POSITION

YEARLY

B2	Caretaker	\$14,158.62 13,690.92 13,244.60 12,785.77
E6	Secretary (Administration and Operation Bureau)	16,772.40 15,973.61 15,211.32 14,652.38
E5	Stenographer, Staff Mgt.	14,865.11 14,406.80 13,858.29 13,404.15
E4	Stenographer, Records Floater Stenographer, IBM Tabulations Telephone Switchboard Operators	13,952.14 13,494.35 13,127.81 12,622.57
E3	Stenographer Admin. Services Stenographer CID (Senior) Stenographer, Crim. Records II Stenographer, Charged Persons Stenographer, Bicycle & Veh. Tow. Ins. Receptionist/Matron Stenographer, Vice (Special Services)	13,311.34 12,946.36 12,487.01 12,006.80
E2	Stenographer, Youth Branch Stenographer, Pat. Divs. 1, 2 & 3 Stenographer, Motor Veh. Collisions Stenographer, Insurance Records Stenographer, Property Records Stenographer, Master Index Stenographer, CID (Junior) Stenographer, Court Branch C.P.I.C. Operator Stenographer, Summons/Warrants Stenographer, Intelligence (Special Service)	12,580.86 12,215.88 11,849.86 11,399.02
E1	Stenographer, Crim. Records 1 Stenographer, Community Services	12,031.83 11,668.93 11,226.52 10,825.82
30 Hr.	Female Cleaner	8,958.17

SCHEDULE "B"

# Hamilton-Wentworth Regional Board of Commissioners of Police



Boyd C. Hoddinott, *Chairman*  
Robert M. Morrow, *Commissioner*  
Her Worship Mayor  
Ann Sloat, *Commissioner*  
His Honour Judge  
Gordon J. J. Sullivan, *Commissioner*  
John E. Trimble, *Commissioner*  
E. A. Simpson, *Secretary*  
City Hall, Hamilton

July 9, 1979.

Mr. P. Flynn,  
Secretary,  
Hamilton-Wentworth Police Association,  
Box 99, Postal Station "A",  
HAMILTON, Ontario L8N 3A2.

Dear Sir:

This letter will confirm that the Board of Commissioners of Police, as part of its offer to your Association covering the Deemed Members for the 1979 contract, agreed to meet with the Association to further discuss the request that Cadets be allowed to make pension contributions on the same basis as Police Constables or Active Members as, if and when the legislation covering OMERS is amended so as to make it possible for them to do so.

Yours very truly,

A handwritten signature in dark ink, appearing to be "E. A. Simpson", written over a horizontal line.

E. A. Simpson,  
Secretary,  
Hamilton-Wentworth Regional  
Board of Commissioners of Police.

EAS/rm

SCHEDULE "C"

CUMULATIVE SICK LEAVE PLAN

1. This Plan may be cited as "Cumulative Sick Leave Plan" for the Hamilton-Wentworth Regional Police Force.
2. In this Plan
  - (a) "Board" means the Hamilton-Wentworth Regional Board of Commissioners of Police, and
  - (b) "Director of Personnel" means the Director of Personnel for The Regional Municipality of Hamilton-Wentworth, and
  - (c) "Employee" means any salaried officer, clerk, workman, servant, or other person in the employ of the Board on and after January 1, 1974, and
  - (d) "employment" means employment in the service of the Board, and
  - (e) "six months salary" means the employee's normal standard weekly salary earned at the time of death or retirement multiplied by twenty-six, and
  - (f) "standard normal daily rate of pay" means
    - (i) in the case of hourly paid employees, the standard number of hours normally worked per day multiplied by the standard rate per hour normally paid the employees, and
    - (ii) in the case of salary paid employees, the standard salary normally paid per week divided by the standard normal days worked per week, and
  - (g) "three months salary" means an employee's normal standard weekly salary earned at the time of death or retirement multiplied by thirteen, and
  - (h) "unbroken month" means, as the case may be:

(i) A calendar month in which an employee is employed, full time or part-time, on all working days in that calendar month; or

(ii) a calendar month in which an employee is employed, full time or part-time, on all working days but one (1) in that calendar month; or

(iii) a month to which section 6 or subsection 2 of section 8 applies.

3. The sick leave credits standing to the credit at December 31, 1973 of each employee of a former Board is to be credited to that employee on January 1, 1974.

4. (1) In addition to section 3 and commencing January 1, 1974, an employee is entitled to sick leave credit of one and one-half days per month for each unbroken month of service with the Board.

(2) Subject to subsection 3, monthly sick leave credit accrues to an employee on the first day of the month following each completed calendar month of service.

(3) The entitlement of an employee to monthly sick leave credit ceases

(a) as of the date of retirement of an employee on pension, or

(b) as of the date that the employee attains the compulsory age of retirement,

except where an employee coming within the meaning of paragraphs (a) and (b) herein is re-employed in the same or in another capacity with the Board.

5. (1) An employee who has qualified for sick leave credit is entitled to sick leave at his "standard normal daily rate of pay".

(2) An employee is entitled to, and the Board shall furnish, a statement of sick leave credit as of the 31st day of December in every year,

not later than the 31st day of March in the next following year.

6. A broken month of service which is due to weather conditions or lack of work shall not be deemed to mean a broken month of service if the employee is employed a minimum of ten (10) working days during the calendar month.
7. An employee is not entitled to sick leave until he has established an accumulated sick leave credit of nine days.
8. (1) Where an employee is absent from his employment for a period in excess of one day, he is not entitled to the sick leave credit referred to in Section 4.  
(2) Sub-section (1) does not apply to any employee
  - (a) who has been granted a leave of absence by the Board, and who is employed a minimum of ten working days during the month or months for which he is granted the said leave of absence, or
  - (b) who is employed for a minimum of ten working days in any month, but who has been subject to a lay-off by the Board, or
  - (c) who is absent and in receipt of compensation under The Workmen's Compensation Act.
- (3) Where an employee is absent from his employment due to a sickness for a period of not more than three (3) consecutive working days where such working days extend from one (1) calendar month to the next calendar month, the loss of the one and one-half (1 1/2) days sick leave accumulation will only apply to the preceding calendar month.
- (4) Where an employee is absent from employment for a period in excess of two (2) days by reason of a bona fide sickness and the employee

provides the Director of Personnel with a medical certificate in accordance with the regulations, sub-section 1 of section 8 does not apply.

- (5) The medical certificate referred to in sub-section 4 is to be provided by the employee after the two (2) days sickness.
- (6) Where an employee who qualifies for sick leave is on vacation leave and during the vacation leave is
  - (a) hospitalized, or
  - (b) convalescing following hospitalization, or
  - (c) in home care under the Ontario Hospital Insurance Plan,the period of time during which paragraphs (a), (b) or (c) apply shall be deemed to be sick leave and not vacation leave.
- (7) A period of time equivalent to the period of time deemed to be sick leave, at the option of the employee, shall be,
  - (a) added, as vacation leave, to the period of time originally allocated for vacation leave, or
  - (b) granted to the employee as vacation leave at such late date as the employee may determine.
- 9. (1) Subject to sub-section (2) and save and except as provided in Section 17, an employee loses his cumulative sick leave credit
  - (a) if he is discharged from his employment for cause,
  - (b) if he voluntarily leaves his employment,
  - (c) if he, after a lay-off, fails to return to his employment within a period of five working days after the receipt of a notice to return to work,
  - (d) after a lay-off for a period in excess of eight months,

(e) after a leave of absence in excess of three months except as provided in sub-section (2).

(2) Where the leave of absence in excess of three months referred to in sub-section (1) is granted for the purpose of further instruction or education relative to the business of the Hamilton-Wentworth Regional Police Force, the employee on return to the service of the Board may retain his cumulative sick leave credit

(a) if cumulative sick leave credit existed at the time the leave of absence was granted,

(b) if the employee returns to the service of the Board immediately following the termination of the course of instruction.

(3) Where an employee has applied and been given a leave of absence not in excess of eight (8) months, due to pregnancy, such employee shall maintain sick leave accumulative credits providing that

(a) such credits existed at the time the leave of absence was given,

(b) the employee, on or before the expiration date of the leave of absence, gives notice in writing of intention to return to employment with the Board when suitable employment for which she is qualified is available.

10. An employee is not entitled,

(a) to claim sick pay benefits outlined under the provisions of this Plan

(i) during a period of lay-off, or

(ii) during leave of absence granted without pay,

- (b) to sick pay in advance of any sick leave credit he might earn in the current month and such credit becomes available to him on the first day of the succeeding month.
11. An employee who is absent from employment due to pregnancy, or childbirth is not eligible for sick leave pay.
12. (1) An employee who is engaged in outside employment apart from his employment with the Board is not entitled to any benefits under the provisions of this Plan for any occupational injury or sickness sustained during such periods of outside employment.
- (2) No person whose employment is secondary to or in addition to other employment or tradesmen employed by the Board under the terms of Building Trades Agreement is entitled to any benefits under the provisions of this Plan.
13. The number of days or half days for which an employee receives sick pay shall be deducted from his cumulative sick leave credit.
14. (1) Only regular assigned working days form a part of an illness period and only such working days shall be charged against an employee's cumulative sick leave credit.
- (2) Statutory or proclaimed holidays and regular days off do not form a part of an illness period.
15. Overtime, shift differentials, bonus or other additional remuneration that the employee might receive from the Board is not to be included in the calculation of sick pay allowance, retirement or death gratuity payments.
16. An employee may utilize sick leave allowance for absence from employment,
- (a) caused by personal illness or physical incapacity caused by factors over which the employee has no reasonable or immediate control except an employee in receipt of a Workmen's Compensation

Award shall be excluded from utilizing sick leave allowances,

- (b) caused by exposure to contagious disease that in the opinion of the Medical Officer of Health or as contained in the Department of Public Health Regulations might endanger the health of other employees by his attendance on duty.
- (c) for a special reason which has been accepted by and recommended by the Board.

17. (1) A person who was employed by a former Board before January 1, 1974, or by the Board on or after January 1, 1974, and who retires from his employment under the provisions of any pension by-law or compulsory retirement by-law, or whose services are terminated for any reason other than "discharge for cause" is entitled to a gratuity, for not less than ten (10) years service, equal to one-half the number of the unused days of sick leave standing to his credit, provided that in no case shall the amount of the gratuity be more than an amount equal to his salary or other remuneration for the immediately preceding six (6) month period.

(2) Notwithstanding the provisions of sub-section (1) of this section, a person who was employed by the Board of Commissioners of Police for the City of Hamilton prior to January 1, 1950, and who became an employee of the Board on January 1, 1974, and who retires from his employment under the provisions of any pension by-law or compulsory retirement by-law, or whose services are terminated for any reason other than "discharge for cause", is entitled to a gratuity,

- (a) for not less than ten (10) years and not more than fifteen (15) years of service equal to the number of unused days of sick leave standing to his credit at the date of his retirement,

but the amount of the gratuity is to be not more than an amount equal to his salary or other remuneration for the immediately preceding three (3) month period, and

- (b) for not less than fifteen (15) years of service equal to the number of unused days of sick leave standing to his credit but the amount of the gratuity is to be not more than an amount equal to his salary or other remuneration for the immediately preceding six (6) month period.

(3) Service for the purposes of this Plan shall be deemed to include service with a former board or local municipality.

(4) Where an employee dies while in the employ of the Board, his estate is entitled to receive payment of the gratuity in accordance with the provisions of this section.

18. The provisions of this Plan are to be administered by the Director of Personnel.

19. (1) Subject to sub-section (2), regulations may be made from time to time under the provisions of this Plan for the purpose of effective administration of the provisions of the Plan.

(2) Regulations made pursuant to sub-section (1) are to be approved by the Board.

(3) The regulations appended hereto form part of the Plan.

#### REGULATIONS

1. An employee shall on the first day of illness, report or cause to report such illness to his immediate Superior.

2. An employee who fails to report on the first day that he is absent from work due to illness shall be considered as being absent without leave and is subject to having his name removed from the payroll on instructions from the Director of Personnel.
3. Upon receiving notice of an employee's illness, the Superior shall on the same day report such illness on the "sick leave forms" as provided by the Director of Personnel.
4. An employee whose illness extends to the third working day shall, on or before the third working day, file a doctor's certificate with the Director of Personnel.
5. An employee failing to file a doctor's certificate shall be considered as being absent without leave and is subject to having his name removed from the payroll on instructions of the Director of Personnel.
6. Where the immediate Superior has reason to believe that absence of the employee was not due to illness, the immediate Superior may demand a doctor's certificate for one day of absence.
7. An employee whose illness extends to fourteen (14) consecutive working days shall, on the fourteenth day and for every subsequent fourteen (14) working days, file a doctor's certificate with the Director of Personnel.
8. An employee failing to file a doctor's certificate shall be considered as being absent without leave and is subject to having his name removed from the payroll on the instructions of the Director of Personnel.
9. The immediate Superior is responsible for reporting to the Director of Personnel all cases of illness, periods of layoff, termination of service, absenteeism relative to the enforcement of the provisions of this Plan.

10. The Director of Personnel

- (a) shall keep a record of all sick leave and accumulated credits, and
- (b) shall notify those responsible for Department payrolls, when an employee is not, or has ceased to be eligible for sick leave benefits.

11. On retirement or death of an employee the Director of Personnel shall advise those responsible for payrolls of the number of days of cumulative sick leave standing to the credit of an employee at the date of his retirement or death.

SCHEDULE "D"

CANADA LIFE DENTAL PLAN

DENTAL BENEFIT

- Part I - Diagnostic, preventitive, minor restorative, minor surgical charges
- Part II - Endodontics, periodontics, major surgical charges, Denture Adjustments Repairs, Rebasing & Relining
- Part III - Dentures and Major Restorations

SCHEDULE OF FEES

Current Provincial Dental Association's Schedule of Fees.

DEDUCTIBLE

There is no deductible applicable to the insured charges.

Co-insurance on Insured Charges

- Part I and Part II - Nil on all charges
- Part III - 50% on all charges

Maximum Benefit Payable

- Part I and Part II - Unlimited
- Part III - \$500 per person in 12 consecutive months

PART I

A. Diagnostic

(1) Examinations:

01110, 01120, 01130, 01200, 01400, but not more than one examination in any period of six consecutive months.

01300.

(2) X-rays:

02100, 02101, but not more than once in any period of 24 consecutive months.

02111 to 02120, but inclusive, 02131, 02132, 02133, 02134.

02141, 02142, 02143, 02144, but not more than once in any period of six consecutive months.

02201, 02202, 02203, 02204, 02304, 02400, 02430, 02504, 02505, 02600, 02701, 02702, 02703, 02704, 02705, 02800, 02920, 02930.

(3) Tests:

04100, 04200, 04300, 04310, 04330, 04400.

(4) Consultations:

05100, 05200.

Preventive

(1) Probphylaxis:

11100, 11200, 11300, but not more than once in any period of six consecutive months.

(2) Fluoride treatment:

12400.

(3) Oral hygiene instruction:

13200, 13210, but not more than once in any period of six consecutive months.

13220, but not more than one unit in any period of six consecutive months.

(4) Space maintainers, applicable only to the dependent children of an individual:

15100, 15110, 15200, 15210, 15300, 15310, 15400, 15500.

(5) Occlusal Equilibration:

43310.

(6) Pit and Fissure Sealants:

13401, 13404.

Minor Restorative

(1) Amalgam Restorations:

21101, 21102, 21103, 21104, 21105, 21211, 21212, 21213, 21214, 21215, 21221, 21222, 21223, 21224, 21225.

(2) Retentive pins:

21301, 21302, 21303, 21304, 21305.

(3) Silicate Restorations:

22101, 22102.

(4) Acrylic or Composite Restorations:

23101, 23102, 23103, 23111, 23112, 23113, 23114, 23201, 23202,  
23203, 23204, 23221, 23222, 23223.

(5) Cement Restoration:

29800.

(6) Sedative Dressing:

13600, 39930.

(7) Stainless steel crowns applicable only to the dependent children of  
an individual while they are under 12 years of age:

27401, 27403, 27411, 27413, 27500.

D. Minor Surgical

(1) Extractions:

71101, 71111, 72100, 72210, 72220, 72230, 72240.

(2) Residual Root Removal:

72310, 72320.

E. Additional Services

(1) Anaesthesia, used in conjunction with oral surgery, periodontal  
surgery, fractures and dislocations:

92110, 92120, 92201, 92202, 92215, 92251, 92252, 92310, 92311,  
92330, 92340.

(2) House or Hospital Visits:

94100, 94200.

(3) Special Office Visits:

94400.

PART II

A. Periodontics

(1) Non-surgical:

41100, 31200, 31200.

(2) Surgical: The maximum benefit payable will include charges for packaging and post-surgical treatment.

42001, 42002, 42003, 42100, 42103, 42104, 42200, 42300, 42310, 42500.

(3) Adjunctive Services:

43200, 43210, 43400, 43600.

B. Endodontics

(1) Pulp Capping:

31100, 31110.

(2) Pulpotomy:

32201, 32202, 32210, 32211.

(3) Root Canal Therapy:

33100, 33120, 33200, 33220, 33300, 33320, 33400, 33420.

(4) Apexifications:

33501, 33502, 33503, 33504, 33511, 33512, 33513, 33514.

(5) Periapical Services:

34101, 34102, 34103, 34104, 34111, 34112, 34113, 34114, 34115, 34201, 34202, 34203, 34212, 34213.

(6) Root Amputation:

34401, 34402.

(7) Other Procedures:

39100, 39110, 39120.

(8) Hemisection:

39210, 39220, 39230, 39300.

(9) Bleaching:

39400.

(10) Intentional Removal, Apical Filling and Reimplantation:

39501, 39502, 39503, 39600.

(11) Endosseous Implants:

39710, 39711, 39720.

(12) Emergency Procedures:

39901, 39902, 39903, 39904, 39910, 39940, 39960, 39970, 39980, 39985.

2. Major Surgical

(1) Residual Root Removal:

72410, 72411, 72450.

(2) Alveoloplasty:

73110.

(3) Gingivoplasty and/or Stomatoplasty:

73119.

(4) Surgical Excision:

74108, 74109, 74408, 74409.

(5) Surgical Incision:

75100, 75110.

(6) Fractures:

76198, 76210, 76250, 76310, 76350, 76910, 76950, 76951.

(7) Frenectomy:

77800, 77810, 78110.

(8) Miscellaneous:

79104, 79301 to 79308, both inclusive, 79401, 79601, 79602, 79603, 79604.

(9) Denture Adjustments:

54250, 54300, 54301, 54302.

(10) Denture Repairs:

55101, 55102, 55103, 55104, 55201, 55202, 55203, 55204, 55520, 55530, 55700.

(11) Denture Rebasing and Relining:

56200, 56201, 56210, 56211, 56220, 56221, 56230, 56231, 56260, 56261, 56262, 56263, 56270, 56271, 56272, 56273.

PART II - Extension of Insurance

If the insurance under this provision with respect to an insured person terminates due to termination of (i) the individual's employment, (ii), the individual's membership in the class or classes of individuals eligible for insurance or (iii) the policy, and the insured person has commenced treatment covered under this provision prior to such termination, insurance under this provision with respect to the insured person will, notwithstanding the termination, be deemed to continue in force for 30 days with respect to Part II charges incurred for the same treatment.

PART III

A. Removable Prosthodontics

(1) Complete Dentures:

51100, 51110, 51120, 51300, 51310, 51600, 51610, 51620.

(2) Transitional Partial Dentures:

52120, 52121.

(3) Partial Dentures:

52220, 52221, 52230, 52231, 52320, 52321.

(4) Cast Chrome, Cobalt or Gold:

52400, 52410, 52500, 52510, 52520, 52525, 52530, 52531, 52535,  
52600, 52610, 52620, 52630, 52800.

B. Fixed Prosthodontics

(1) Pontics:

62100, 62500, 62510, 62600, 62700, 62800.

(2) Retainers - Inlay, Onlay:

65200, 65300, 65400.

(3) Repairs:

66100, 66200, 66300, 66400, 66500, 66600, 66610, 66620.

(4) Retainers - Crowns:

67100, 67101, 67110, 67200, 67400, 67410, 67600.

(5) Splinting:

69610, 69620.

(6) Retentive Pins in Abutments:

69701, 69702, 69703, 69704, 69705.

C. Major Restorative

(1) Metal Restorative:

25100, 25200, 25300, 25500.

(2) Retentive Pins in Inlays and Crowns:

25601, 25602, 25603, 25604, 25605.

(3) Crowns:

27100, 27110, 27130, 27140, 27200, 27210, 27300, 27310, 27401,  
27403, 27411, 27413, 27500, 27700, 27710, 27800, 27810.

(4) Other Services:

29100, 29300, 29500, 29510.

PART III - EXTENSION OF INSURANCE

If the insurance under this provision with respect to an insured person terminates due to termination of (i) the individual's employment, (ii) the individual's membership in the class or classes of individuals eligible for insurance or (iii) the policy, and the insured person has had an impression taken or a tooth prepared for a crown, bridge or denture in accordance with the Dental 3 charges prior to such termination, insurance under this provision with respect to the insured person will, notwithstanding the termination, be deemed to continue in force for 90 days but only with respect to Part III charges for or resulting from the aforesaid impression, crown, bridge or denture.

PART III - LIMITATIONS

Charges for replacement of an existing partial or full removable denture or fixed bridgework, or the addition of teeth to an existing partial removable denture or to bridgework to replace extracted natural teeth, will only be paid for if evidence satisfactory to the Insurance Company is presented that:

- (i) the replacement or addition of teeth is required to replace one or more additional natural teeth extracted after the existing denture or bridgework was installed and while the insured person is covered under this provision, or
- (ii) the existing denture or bridgework was installed at least five years prior to its replacement and that the existing denture or bridgework cannot be made serviceable, or
- (iii) the existing denture is an immediate temporary denture replacing one or more natural teeth, for which impressions were taken while the insured person is covered under this provision, and replacement by a permanent denture is required, and takes place within twelve months from the date of installation of the immediate temporary denture, or

(iv) the existing denture or bridgework is replaced by an equivalent denture or bridgework.

The maximum amount payable with respect to Part III charges defined about which are incurred by each insured person under this provision in any twelve consecutive months shall not exceed \$500.00.

If an insured person incurs any of the Part III charges defined in this provision while the insurance under this provision with respect to the insured person is in force, the Insurance Company will pay to the individual an amount equal to 50% of the Part III charges incurred.



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